



Community Underwriting

22 October 2014

Certificate of Currency – General Liability

NAMED INSURED:

Greater Sydney Local Land Services,

Bangalley Head Landcare Bushcare Group
Barragal Landcare Group
Basket Creek Landcare Group
Bass Sydney Fishing Club Inc
Billyrambija Landcare Group
Blacktown & District Environment Group
Blue Mountains Wildplant Rescue Service
Capertee Valley Environment Group Inc.
Capertee Valley Landcare Group Inc
Cedar Creek Landcare Group
Clarence Dargan Bell Landcare Group
Clarke Island Landcare Group
Clifftop Landcare Group
Colo Valley Landcare Group
Cumberland Walkway Bushcare/Landcare Group
Darks Common Landcare Group/Trust
Duffys Forest Residents Association
Friends of Hassans Walls Reserve
Friends of the Colo Inc
FROGS Landcare Inc
Greater Sydney Landcare Network Inc
Glenfiddich Rise Landcare Group
Hawkesbury Environment Network
Hawkesbury Rainforest Network
Hawkesbury Young Landcare
Jamieson Street Landcare Group
Jenolan Caves Landcare Group
Kooris on the Move
Leura Creek Landcare Group
Lilypond Landcare Group
Linksvie Landcare Group
Lithgow & District Landcare Group
Lithgow Creekcure
Lithgow Environment Group Inc
Lithgow Escarpment Landcare Group
Lithgow Oberon Landcare Association



Community Underwriting

Little Wirreanda Creek Landcare Group
Long Angle Gully Landcare Group
Macmasters Beach Surf Lifesaving Club
Moss Vale Landcare Group Inc
Moyengully Natural Resource Management Group
Mt Victoria/Fairy Dell Bushcare Landcare Group
Mulgoa Valley Landcare Group Inc
Mulwaree Ponds Landcare
North Katoomba Landcare Group
Parkesbourne / Yarra Landcare Group
Penrose Wetlands Conservation Group
Pittwater Natural Heritage Association
Razorback Environment Protection Society
Robertson Environment Protection Society
Roslyn Landcare Group
Selby Swampers
Shale Cappers Landcare
Still Creek Catchment Landcare
Sydney Catchment Authority
Tarago Landcare Group
Taralga Landcare Group
Tarlo / Middlearm Landcare Group
The Valley Landcare Group
Theresa Green Landcare Group
Three Gullies Landcare Group
Three Valleys Landcare Group
Tortoise Creek Landcare Group
Vale of Clwydd Landcare Group
Valley View Estate Landcare Group
Western Sydney Aboriginal Landcare Group
Western Sydney Conservation Alliance
Willow Warriors Inc.
Wingecarribee Landcare and Bushcare Network
Wingecarribee Shire Council
Wollondilly Pomoroy Landcare Group
Woodford Glen Landcare Group
Yamanda Aboriginal Association
Zoras Creek Landcare Group

INTERESTED PARTY:

Roads and Maritime Services (RMS)
Sydney Catchment Authority, Wingecarribee Shire Council



Community Underwriting

POLICY NUMBER: COM010513

PERIOD OF INSURANCE: From 30 June 2014 to 30 June 2015

LIMITS OF LIABILITY: Public and Products Liability \$20,000,000 any one Occurrence and in the aggregate for any one Period of Insurance in respect of Products Liability

SUBLIMIT: \$100,000 Property in Physical and Legal Control

ISSUED BY: Community Underwriting on behalf of Calliden Insurance Limited (ABN 47 004 125 268) (AFSL No. 234438)

A handwritten signature in blue ink, appearing to read 'Paula Cruden'.

Paula Cruden
General Manager

Community Underwriting
General Liability Insurance Policy



Community
Underwriting

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Important Information

This Policy is a legal contract between you and us. You have paid, or agreed to pay, us the Premium and we provide the cover specified in this Policy and as set out in your Schedule.

The terms, conditions and provisions of the insurance we offer you are set out in this Policy. It is important that you:

- read all of the Policy before you buy it to make sure that it gives you the protection you need;
- are aware of the limits on the cover provided and the amounts we will pay you (including any Excess that applies); and
- are aware of the definitions in your Policy. You will find definitions throughout your Policy.

You must comply with all provisions of this Policy, otherwise we may be entitled to refuse to pay a claim or reduce the amount you are entitled to receive.

The Policy is in force for the period of insurance set out in your Schedule or until cancelled.

For the limits on the cover provided:

- some of these will be stated in the Policy itself (these are our standard policy limits); and
- the remainder will be stated in your Schedule.

In some circumstances the terms and conditions of this Policy may be amended by endorsement. If your Policy is endorsed you will receive notification of the endorsement.

In issuing this Policy to you, we have relied upon the proposal form you have already completed.

About the Insurer

Calliden Insurance Limited (Calliden) (ABN 47 004 125 268, AFSL 234438) is the insurer of this Policy. Calliden specialises in manufacturing general insurance products for individuals, the SME sector and groups across metro and regional Australia. To find out more about us, visit www.calliden.com.au

About the Agent

Community Underwriting Agency Pty Ltd (ABN 60 166 234 715, AFSL 448274) (Community Underwriting) was set up by NSW Meals on Wheels Association Inc (ABN 87 418 074 604) to specifically cater for insurance to the not for profit community sector in Australia. This product is underwritten by Calliden Insurance Limited (Calliden) (ABN 47 004 125 268, AFSL 234438), the insurer. Community Underwriting acts under a binding

authority as agent for the insurer, to issue, vary and cancel policies on Calliden's behalf. In all aspects of this Policy, Community Underwriting acts as an agent for the insurer and not for you.

How to Contact Community Underwriting or Calliden

For general enquires about your Policy, your premium or if you wish to advise us of any additional information or cancel your Policy, you should contact Community Underwriting in any of the following ways:

- By telephone on 1300 427 477;
- By writing to Community Underwriting at PO Box 173, Balmain, NSW 2041;
- By fax on +61 2 9555 1886;
- By email enquiries@communityunderwriting.com.au

You may contact Calliden in any of the following ways:

- By telephone on +61 2 9551 1111;
- By fax on +61 2 9551 1155;
- By writing to Calliden Insurance Limited, PO Box 348, Milsons Point, NSW 1565;
- By email servicefeedback@calliden.com.au

If you have a claim, you can contact Calliden in any of the following ways:

- By telephone on 1300 880 037 (option 3);
- By writing to PO Box 348, Milsons Point, NSW 1565;
- By fax on +61 2 9551 1010;
- By email claims@calliden.com.au

Your Duty of Disclosure

This Policy is subject to the Insurance Contracts Act 1984. Under that Act you have a duty of disclosure.

Before you take out insurance with us, you have a duty to tell us of everything that you know, or could reasonably be expected to know, that is relevant to our decision to insure you and to the terms of that insurance. If you are not sure whether something is relevant you should inform us anyway.

You have the same duty to inform us of those matters before you renew, extend, vary, or reinstate your contract of insurance.

Your duty however does not require disclosure of matters that:

- reduce the risk;
- are common knowledge;

Important Information (cont'd)

- we know or, in the ordinary course of our business, ought to know; or
- we have indicated we do not want to know.

If you do not comply with your duty of disclosure, we may be entitled to:

- reduce our liability for any claim;
- cancel the contract;
- refuse to pay the claim; or
- avoid the contract from its beginning, if your non-disclosure was fraudulent.

Preventing Our Right of Recovery

If you have agreed not to seek compensation from another person or entity who is liable to compensate you for any loss, damage or liability which is covered by this Policy we will not cover you under this Policy for that loss, damage or liability.

Taxation Information

The amount of cover available under this Policy excludes Goods and Services Tax (GST).

If you are not registered for GST, in the event of a claim we will reimburse you the GST component in addition to the amount that we pay.

The amount that we are liable to pay under this Policy will be reduced by the amount of any input tax credit that you are or may be entitled to claim for the supply of goods or services covered by that payment.

If you are entitled to an input tax credit for the Premium you must inform us of the extent of that entitlement at or before the time you make a claim under this Policy. We will not indemnify you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of your entitlement (or correct entitlement) to an input tax credit on the premium.

If you are liable to pay an Excess under this Policy, the amount payable will be calculated after deduction of any input tax credit that you are or may be entitled to claim on payment of the Excess.

If you are unsure about the taxation implications of this Policy, you should seek advice from your accountant or tax professional.

Privacy

Both Calliden (the insurer) and Community Underwriting (the agent) respect your privacy. Any personal information provided by you will be treated in accordance with the *Privacy Act 1988* (Cth). This privacy notification provides a summary of how Calliden and Community Underwriting treat your personal information.

Calliden and Community Underwriting collect personal information to assess your request for insurance, to administer your Policy, settle an insurance claim, provide other insurance services as requested by you, and also to notify you about other services or promotions from time to time.

If you do not provide the information requested you may breach your duty of disclosure, your application may not be capable of being accepted, or your Policy may not be able to be administered.

In order to provide its insurance services Calliden and Community Underwriting may need to disclose your personal information to third parties including, but not limited to: agents, underwriters, advisors and brokers, claims management and other service providers, claims adjusters, loss assessors and other claims investigators, lawyers, reinsurers and reinsurance brokers, and the Financial Ombudsman Service, or as required by law (for a full list see Calliden's and Community Underwriting's Privacy Policy). Calliden and Community Underwriting may also disclose your personal information overseas. Calliden and Community Underwriting will only share this information where Calliden and Community Underwriting reasonably believe it is necessary in providing the products and services requested.

Calliden's and Community Underwriting's Privacy Policies contain information about how to access and correct the personal information about you and also how to complain about a breach of privacy. If you would like additional information about privacy or would like to obtain a copy of the Privacy Policies, please contact Community Underwriting's Privacy Officer by:

Phone: +61 2 8045 2580;

Fax: +61 2 9555 1886;

Email: enquiries@communityunderwriting.com.au;

Mail: to Privacy Officer
Unit 24 Waterview Wharf, 37 Nicholson Street,
Balmain East, NSW 2041.

Important Information (cont'd)

You can download a copy of Calliden's Privacy Policy by visiting:

www.calliden.com.au/docs/PrivacyPolicy.pdf

You can also download a copy of Community Underwriting's Privacy Policy by visiting:

www.communityunderwriting.com.au

Dispute Resolution Process

If you think we have let you down in any way, or our service is not what you expect (even if through one of our representatives), please tell us so we can help. We are committed to resolving your complaint fairly.

We will address all complaints, except where specific circumstances apply, in accordance with Calliden's Complaints Handling Process. This process is compliant with the Insurance Council of Australia's Code of Practice. Both the Code of Practice and our Complaints Brochure, which contains a guide to our process, are available upon request.

If you have a complaint:

Step 1: On the spot, if we can!

You can contact us by:

Phone: +61 2 9551 1111;

Fax: +61 2 9551 1155;

Email: servicefeedback@calliden.com.au;

Mail: PO Box 348, Milsons Point, NSW 1565.

- If we can't resolve your complaint immediately, we will commit to responding to your complaint within 15 business days of first being notified of the complaint.
- If we need more information or more time to respond properly to your complaint we will contact you to agree an appropriate timeframe to respond.

Step 2: Internal Dispute Resolution

- If you are not happy with our response, please tell us in writing. You may escalate it as a dispute and our Internal Dispute Resolution panel (the panel) will review the matter. The panel will be independent of the person who initially considered your complaint.
- The Disputes Resolution Officer will acknowledge your dispute in writing within 2 business days of receipt and will investigate all details of your dispute and will provide you with a written response of the outcome within 15 business days of first being notified of your dispute.

- In some cases we may be unable to reach a conclusion within this timeframe, and may request a later response date. If this occurs, we will keep you informed of progress of the dispute no less than once every 10 days.

Step 3: External Dispute Resolution scheme

Should we be unable to resolve your complaint (including the IDR process referred to above) within 45 days or you are not happy with our response/handling of your complaint at any given time, you can seek an external review via our external dispute resolution scheme, administered by the Financial Ombudsman Service Limited (FOS).

This is an independent national body and its services are free to you. As a member we agree to accept the FOS' decision.

You can contact the FOS by:

Mail: Financial Ombudsman Service Ltd,
GPO Box 3, Melbourne, Victoria 3001;

Phone: 1300 78 08 08;

Fax: +61 3 9613 6399;

Website: www.fos.org.au

Financial Claims Scheme

In the event of the insolvency of Calliden, you may be entitled to payment under the Financial Claims Scheme. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the APRA website at www.apra.gov.au and the APRA hotline on 1300 55 88 49.

General Insurance Code of Practice

Calliden is a signatory to the General Insurance Code of Practice (the Code). The Code aims to raise standards of service between insurers and their customers. Calliden's service standards are in accordance with the Code.

For any information about the Code, including a copy of the Code, contact us or the Financial Ombudsman Service on 1300 78 08 08 or visit www.codeofpractice.com.au

Definitions

The intended meaning of some of the important words used in this **Policy** are shown below:

Act of Terrorism

Includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- i. involves violence against one or more persons;
- ii. involves damage to property;
- iii. endangers life other than that of the person committing the action;
- iv. creates a risk to health or safety of the public or a section of the public; or
- v. is designed to interfere with or to disrupt an electronic system.

Aircraft

Any vessel, craft or device designed to fly in or through the atmosphere or space including any vessel, craft or device made or intended to be propelled on a cushion of air over the surface of land or water.

Business

The business, trade or profession specified in the **Schedule** including:

- a) the provision and management of canteen, social, sports, welfare and child care facilities by **you** for **your** employees' or voluntary workers' benefit; and
- b) **your** ownership or occupation of **your Premises**.

Electronic Data

Facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

Excess

The amount which **you** have to pay towards the cost of any claim under this **Policy**, excluding costs and expenses incurred by **you** in the investigation, settlement or defence of any claim for compensation.

Limit of Liability

The amount specified in the **Schedule**.

Occurrence

Any:

- a) event or series of events, including continuous or repeated exposure to substantially the same general conditions, which results in **Personal Injury** and/or **Property Damage** neither expected nor intended by **you**; or
- b) intentional act, by **you** or at **your** direction, resulting in **Personal Injury** but only if such **Personal Injury** arises solely from the use of reasonable force for the purpose of protecting persons or property.

Period of Insurance

The period specified in the **Schedule**.

Personal Injury

- a) Bodily injury, sickness or disease, including death, shock, fright, mental anguish, mental injury or disability;
- b) The effects of unlawful arrest, wrongful detention or false imprisonment;
- c) The effects of wrongful entry or eviction or other invasion of privacy; or
- d) The effects of a publication of a libel or utterance of a slander or other defamatory material.

Policy

This **Policy** document, its **Schedule** and the endorsements, if any, noted in the **Schedule** or granted by **us** after inception of the **Policy**, and the information given to **us** on behalf of **you** in the **Proposal**.

Pollutants

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be or elsewhere in the **Policy** recycled, reconditioned or reclaimed.

Premises

The **Business** premises specified in the **Schedule**.

Premium

The amount payable by **you** for the insurance provided by **us** under this **Policy** including all applicable taxes, duties and imposts.

Product

Any thing or things (including any packaging, containers, directions, markings, instructions, warnings or specifications) manufactured or deemed manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, resupplied or distributed by **you** or on **your** behalf in the course of **your Business** after physical possession has been passed to others.

Definitions (cont'd)

Products Liability

Liability for **Personal Injury** or **Property Damage** arising out of **your Product** but only if the **Personal Injury** or **Property Damage** occurs after physical possession of **your Product** has been passed to others.

Property Damage

- a) Physical loss, destruction or damage to tangible property, including loss of use of that property at any time resulting therefrom; or
- b) Loss of use of tangible property not physically lost, destroyed or damaged provided that such loss of use is caused by or arises out of an **Occurrence**.

Proposal

The form completed by **you** giving answers, particulars and statements in respect of the insurance required by **you**.

Schedule

The certificate issued by **us** which forms part of this **Policy** and shows **your** policy number, the **Premium**, the insurance cover selected by **you** and any special terms and conditions or endorsements.

Territorial Limit

Anywhere within the Commonwealth of Australia.

Vehicle

Any machine on wheels or self-laid tracks, designed to be propelled by other than manual or animal power and any trailer or other attachment designed to be drawn by any such machine but not including an **Aircraft** or **Watercraft**.

Watercraft

Any vessel, craft, device or thing designed to float on or in water or to travel on or through water other than model boats.

We, us or our

Calliden Insurance Limited (Calliden)
(ABN 47 004 125 268, AFSL 234438).

You or Your

Each person, company or other entity specified in the **Schedule** as being insured under this **Policy** and also includes:

- a) all subsidiary companies incorporated within the **Territorial Limit** and notified to **us**, existing before the inception date of this **Policy** and declared in the **Proposal**;
- b) any:
 - i. director, executive, officer, employee, partner, or shareholder of **your Business**;
 - ii. member of a canteen, social, sports, welfare or child care facility provided by **your Business** for employees' benefit;
 - iii. voluntary worker;
 - iv. office bearers, committee members or member of **your Business** or **your Business** operations; while acting in such capacity.

1. Insuring Clauses

1.1 The Cover

We insure **you** against all sums which **you** become legally liable to pay as compensation in respect of:

- a) **Personal Injury**;
- b) **Property Damage**

first occurring during the **Period of Insurance** within the **Territorial Limit** as the result of an **Occurrence** in connection with **your Business**.

We will not indemnify **you** for the matters excluded by Section 4.

You must comply with the conditions set out in Section 5.

Certain words used in this **Policy** have the meanings given to them in Definitions.

Any indemnity provided by **us** to **you** is provided in consideration of payment of the **Premium** by **you** and is subject to the terms and conditions of this **Policy** including the **Limit of Liability** and the **Excess**.

1.2 Claim Costs

In addition to the cover provided under subsection 1.1, but subject always to section 2, **we** will pay:

- a) costs and expenses incurred by **us**, or by **you** with **our** prior written consent, in the investigation, settlement or defence of any claim for compensation for which **you** are entitled to indemnity under this **Policy**; and
- b) legal costs taxed or assessed against **you** in any claim referred to in paragraph (a) and all interest accruing from the entry of judgment against **you** until **we** have paid, tendered or deposited in court such part of the judgment as does not exceed the **Limit of Liability**.

2. Limit of Liability

- a) Except as provided in paragraph (b), **our** total liability under this **Policy** to indemnify **you**:
 - i. in respect of any one **Occurrence** will not exceed the **Limit of Liability**; and
 - ii. for all claims in respect of **Products Liability** during the **Period of Insurance** is limited in the aggregate to the **Limit of Liability**.
- b) Subject to paragraph (c), **we** will indemnify **you** for up to twenty five percent (25%) of the **Limit of Liability** in addition to the **Limit of Liability** for amounts that **we** pay to **you** or on **your** behalf under subsection 1.2:
 - i. in respect of any one **Occurrence**; and
 - ii. for all claims in respect of **Products Liability** during the **Period of Insurance** in the aggregate.
- c) If a judgement or an amount required to settle a claim exceeds the **Limit of Liability**, **our** liability to pay costs and expenses under subsection 1.2 is limited to the proportion the **Limit of Liability** bears to the amount required to be paid to dispose of the claim and in all cases will not exceed the amount specified in paragraph b).
- d) All **Personal Injury** and **Property Damage** consequent upon or attributable to one source or originating cause shall be deemed one **Occurrence**. Any entitlement to indemnity under this **Policy** for such an **Occurrence** will be determined by reference to the date on which the **Personal Injury** or **Property Damage** from the one source or originating cause first occurred.

3. Extensions

3.1 New Subsidiaries

The cover provided by this **Policy** will extend to any connected entity controlled by **you** or to any subsidiary company incorporated within the **Territorial Limit** that is incorporated or acquired by **you** during the **Period of Insurance** and relating to **your Business** but only in respect of liability for **Personal Injury** or **Property Damage** occurring in the period commencing on the date of incorporation or acquisition by **you** and ending:

- a) 60 days from the date of incorporation or acquisition by **you**; or
- b) if **you** have notified **us** in writing of the incorporation or acquisition within 60 days and **you** have provided all information that **we** require and **you** have agreed to any additional terms and conditions and **Premium** that **we** may require, on such date as **we** may in **our** absolute discretion determine;

but in any event no cover is provided by this subsection beyond the end of the **Period of Insurance**.

3.2 Principals

We insure **you** for liability to indemnify any principal with whom **you** have entered into a contract or agreement for the performance of work if the terms of the contract or agreement require that **you** must indemnify the principal but only:

- a) in relation to work carried out by **you**;
- b) if the liability would have been implied by law in the absence of the contract or agreement; and
- c) in respect of claims for which **you** would be entitled to indemnity under this **Policy** if the claim was made against **you**.

4. Exclusions

This insurance does not apply to, and **we** will not indemnify **you** for, any actual or alleged liability:

4.1 Aircraft and Watercraft

caused by or arising directly or indirectly out of or in connection with:

- a) the ownership, possession, use, existence, working, navigation, operation, repair, maintenance, servicing, construction or installation by **you** or on **your** behalf of any **Aircraft**;
- b) the use of **your Product** with **your** knowledge in the construction, operation, maintenance, servicing or repair of any **Aircraft**;
- c) the ownership, possession, use, existence, working, navigation, operation, repair, maintenance, servicing, construction or installation by **you** or on **your** behalf of any **Watercraft** exceeding 8 metres in length, except where such **Watercraft** are owned or operated by others and used by **you** for business entertainment; or
- d) the use of **your Product** with **your** knowledge in the construction, operation, maintenance, servicing or repair of any **Watercraft** exceeding 8 metres in length.

4.2 Alteration, Additions and Construction

caused by or arising directly or indirectly out of or in connection with the construction, erection, demolition, underpinning, weakening or removal of support, other than alteration or installation work by **you** or on **your** behalf for the purpose of **your Business** where the total cost of all work is less than \$250,000.

4.3 Asbestos

caused by or arising directly or indirectly out of or in connection with:

- a) injury arising, directly or indirectly, out of inhalation of, or fears of the consequences of exposure to or inhalation of, asbestos, asbestos fibres or any derivatives of asbestos
- b) that part of any loss, cost or expense for the cost of cleaning up, or removal of, or damage to, or loss of use of, property arising out of any asbestos, asbestos fibres or any derivatives of asbestos.

4. Exclusions (cont'd)

4.4 Electronic Data

We will not pay for any loss or damage directly or indirectly caused by, resulting from or in connection with:

- a) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of **Electronic Data**; or
- b) error in creating, amending, entering, deleting or using **Electronic Data**; or
- c) total or partial inability or failure to receive, send, access or use **Electronic Data** for any time or at all; or
- d) the use of an intranet or the internet (including but not limited to the World Wide Web and electronic mail systems) by **you** or on **your** behalf;

from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

4.5 Contractual Liabilities

assumed by **you** under any contract or agreement except where the liability would have been implied by law in the absence of the contract or agreement.

4.6 Defamation

caused by or arising directly or indirectly out of or in connection with publication of a libel, utterance of a slander or defamation:

- a) first made prior to the **Period of Insurance**;
- b) made by **you** or with **your** authority, with knowledge of its falsity or defamatory character; or
- c) in any way related to advertising, broadcasting, publishing or telecasting activities conducted by **you** or on **your** behalf, including but not limited to the publication of material on the internet.

4.7 Employer's Liability

- a) for **Personal Injury** to any person employed by **you** or deemed by law to be employed by **you**; or
- b) imposed or implied by or under:
 - i. any workers compensation act or any other similar law, act or ordinance relating to

compensation for injury to any person employed by **you** or deemed by law to be employed by **you**;

- ii. any industrial award, agreement or determination or any contract of employment or workplace agreement, to the extent that **you** would not have been liable in the absence of that award, agreement, determination or contract; or
- iii. any law relating to wrongful or unfair dismissal, denial of natural justice, defamation, false or misleading conduct or advertising, misrepresentation, harassment or discrimination in respect of employment by **you**.

4.8 Fines and Penalties

for fines, penalties, liquidated, aggravated, exemplary or punitive damages.

4.9 Fraudulent and Intentional Conduct

caused by or arising directly or indirectly out of or in connection with:

- a) dishonest, fraudulent, criminal or malicious conduct;
- b) wilful breach of statute; or
- c) conduct intended to cause **Personal Injury** or **Property Damage** (or conduct with reckless disregard for **Personal Injury** or **Property Damage**)

by **you** or anyone acting on **your** behalf or with **your** knowledge or connivance.

4.10 Loss of Use

for loss of use of tangible property (not physically lost, destroyed or damaged) caused by or arising directly or indirectly out of:

- a) delay or lack of performance by **you** or on **your** behalf under any contract or agreement; or
- b) the failure of **your Product** to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by **you**, except for loss of use of other tangible property resulting from the sudden and accidental physical loss, destruction or damage to **your Product** after **your Product** has been put to use by any person or organisation other than **you**.

4. Exclusions (cont'd)

4.11 Molestation

caused by or arising directly or indirectly out of or in connection with the molestation of, or physical or psychological interference with, any person.

4.12 More Specific Insurance

for which **you** are or would be entitled to indemnity under one or more of the specific policies stated in the **Schedule**.

4.13 Pollution

for:

- a) **Personal Injury** or **Property Damage** or financial loss or loss of, damage to, or loss of use of property directly or indirectly arising out of the actual, alleged or threatened discharge, dispersal, release, seepage, migration, emission or escape of **Pollutants**; or
- b) the cost of testing, monitoring, containing, removing, nullifying or cleaning up **Pollutants**

except liability otherwise excluded under paragraph (a) or (b) that:

- i. arises from a sudden identifiable, unintended and unexpected happening, which takes place in its entirety at a specific time and place; and
- ii. is indemnified in not more than one annual **Period of Insurance**.

4.14 Prior Knowledge

caused by or arising directly or indirectly out of or in connection with a fault, defect, **Occurrence**, **Personal Injury** or **Property Damage** known, or deemed by law to be known, by **you** prior to the **Period of Insurance**.

4.15 Product Defect, Product Recall and Faulty Work

- a) for **Property Damage** to **your Product** caused by or arising directly or indirectly out of or in connection with any defect or lack of quality in **your Product**, the harmful nature of **your Product** or unsuitability or ineffectiveness of **your Product**;
- b) caused by or arising directly or indirectly out of or in connection with the withdrawal, inspection, removal, reinstallation, repair, replacement or loss of use of **your Product**, or of any property of which **your Product** forms a part, if **your Product**

is recalled from the market or from use because of any known or suspected defect or deficiency in it; or

- c) for the cost of repairing, correcting, performing or improving any work or service undertaken or provided by **you** or on **your** behalf.

4.16 Professional Liability

caused by or arising directly or indirectly out of or in connection with the rendering of or failure to render professional advice or service by **you** or on **your** behalf or an error or omission in connection with it, but this exclusion does not apply to:

- a) the rendering of or failure to render professional medical advice by medical persons employed by **you** to provide first aid and other medical services on **your Premises**;
- b) **Personal Injury** or **Property Damage** arising from the rendering of or failure to render professional advice or service, provided such professional advice or service is not given for a fee; or
- c) advice given in respect of the use or storage of **your Products**.

4.17 Property in your Physical or Legal Control

for **Property Damage** to property owned, leased or hired by or under hire purchase or on loan to **you** or otherwise in **your** physical or legal care, custody or control, other than:

- a) buildings and their contents at **your Premises**, which are occupied by **you** for **your Business**;
- b) employees', committee members', volunteers' and visitors' clothing and personal effects;
- c) **Vehicles** (not owned or used by **you** or on **your** behalf or liability for **Vehicles** not otherwise excluded by this **Policy**) whilst in a car park owned or operated by **you** other than for reward;
- d) other property not owned by you, leased to you or rented to **you** but temporarily and legally occupied by **you** or in **your** possession or control, however, **we** will not indemnify **you** for damage:
 - i. to that part of such property on which **you** are working or have been working and which arises out of that work;
 - ii. to any form or type of living animal or creature; or

4. Exclusions (cont'd)

- iii. to any form or type of negotiable security including but not limited to money, cheques, money orders, travellers cheques, credit card vouchers and the like.

we will pay up to \$100,000 for:

- a) all claims during the **Period of Insurance** in the aggregate; and
- b) otherwise in respect of any one **Occurrence**.

4.18 Territorial Limit

arising from, attributable to or in any way connected with any act, error or omission occurring outside the **Territorial Limit**.

4.19 Tobacco and Smoking

caused by or arising directly or indirectly out of or in connection with the inhalation or ingestion of, or exposure to, tobacco or tobacco smoke or any ingredient or additive present in any articles, items or goods which contain or include tobacco.

4.20 Underground Services

caused by or arising directly or indirectly out of or in connection with **Property Damage** to any underground services except where **you** have contacted the appropriate authorities to verify the existence and location of underground services and have obtained from them a plan detailing the location of such services prior to commencement of work.

4.21 Vehicles

caused by or arising directly or indirectly out of or in connection with the ownership, possession, maintenance, use or control of any **Vehicle**:

- a) which is registered or required to be registered by any legislation or competent authority, except where such liability is caused by:
 - i. the loading or unloading of any **Vehicle** or the delivery or collection of goods to or from any **Vehicle**, where such **Personal Injury** or **Property Damage** occurs beyond the limits of any carriageway or thoroughfare declared as a designated road; or
 - ii. the use of any mechanical tool or plant attached to or forming part of any **Vehicle**, whilst the **Vehicle** is being used at **your**

Premises or another work site for the purpose of **your Business** but not whilst the **Vehicle** is in transit or is being used for transport or haulage; or

- b) where such liability is insured or required to be insured by any legislation or competent authority.

This exclusion does not apply to **Personal Injury** where any compulsory insurance or statutory indemnity does not provide indemnity and the reason or reasons why that compulsory insurance or statutory indemnity does not provide indemnity do not involve a breach by **you** of any legislation relating to **Vehicles**.

4.22 War, Terrorism and Nuclear Material

caused by or arising directly or indirectly out of or caused by, contributed to by, or in consequence of:

- a) war, invasion, acts of foreign enemies, hostilities, or war-like operations (whether war be declared or not) or civil war;
- b) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, confiscation, nationalisation, requisition, or destruction of or damage to property by or under order of any government, public or local authority or looting, sacking or pillage following any of the above;
- c) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- e) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- f) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
- g) any **Act of Terrorism** or any action taken in controlling, preventing or suppressing or in any way relating to any **Act of Terrorism**.

4.23 Welding and Allied Processes

caused by or arising directly or indirectly out of or in connection with non-compliance by you or by others working on your behalf with all applicable laws and standards relating to welding and allied processes

4. Exclusions (cont'd)

including, but not limited to, AS 1674.1-1997 "Safety in welding and allied processes – Fire precautions" published by Standards Australia and as amended or substituted from time to time.

4.24 Treatment Exclusion

caused by or arising directly or indirectly out of or in connection with any form or type of medical treatment but this exclusion shall not apply to the rendering of or failure to render first aid.

4.25 Communicable Diseases Exclusion

caused by or arising directly or indirectly out of or in connection with any form or type of communicable disease.

4.26 Demonstrations/Rally/Protests Exclusion

caused by or arising directly or indirectly out of or in connection with the organisation, promotion and/or coordination of any form or type of demonstration, rally, protest, march, parade, picket or similar type of event. However, this exclusion does not apply to any liability arising from a march or parade which has:

- a) the sole purpose of generating donations or funds; and
- b) been approved by all the required government bodies and emergency authorities.

4.27 One-off Event Exclusion

caused by or arising directly or indirectly out of or in connection with the organisation, promotion, coordination, supervision and/or operation of any form or type of fete, fair, festival, live performance, concert, exhibition, open day, firework/pyrotechnic display or similar type of event. However this exclusion does not apply to such events that:

- a) are noted on the **Schedule**; and/or;
- b) have been specifically declared and agreed to by **us** in writing.

4.28 Rides &/or Amusements Exclusion

caused by or arising directly or indirectly out of or in connection with the organisation, promotion, coordination, supervision and/or operation of any form or type of amusement ride, mechanical ride, animal ride, inflatable amusement and/or any other similar type of amusement.

However, this exclusion does not apply to liability imputed to **you** as a result of **you** contracting with an independent person for the hire of such devices provided that **you** have obtained and retained certificates of currency from the independent person confirming that they hold a current Public Liability insurance policy with a minimum limit of indemnity of \$5,000,000.

4.29 Participation Exclusion

caused by or arising directly or indirectly out of or in connection with:

- a) any **Personal Injury** to; and/or,
- b) damage to property owned by any person,

who is actually participating in any performance, sport, game, trial, practice, rally, contest or display involving:

- i. any form or type of athletic, acrobatic, military or equestrian skill; or
- ii. the use of any form or type of firearms, missiles of any kind, explosives, combustibles, pyrotechnics, bungee jumping, rope-related activities including climbing or abseiling, mountaineering, swimming other than in a constructed pool, **Vehicles** or watercraft.

This exclusion does not apply to bowls, snooker, dancing, bush-walking, dart, tai-chi, bocce, table tennis, badminton, croquet and other non-contact sports.

4.30 Children's Toys Exclusion

caused by or arising directly or indirectly out of or in connection with **Products Liability** for the manufacture/import of children's toys.

4.31 Second-hand Products Exclusion

caused by or arising directly or indirectly out of or in connection with **Products Liability** of second-hand, recycled, used or similar products.

4.32 Exports to the USA or Canada

caused by or arising directly or indirectly out of or in connection with any **Personal Injury** or **Property Damage** from your **Products** exported by **you**, or **your** agents or servants, to the United States of America or Canada.

5. Conditions

As a precondition to **your** entitlement to indemnity under this **Policy**, **you** must comply with these conditions. If **you** do not comply, **we** reserve **our** rights to refuse to pay a claim or to reduce (in some cases to nil) the amount **you** would otherwise be entitled to receive.

5.1 Claims Procedures

In circumstances that give rise to or may give rise to a claim under this **Policy**:

- a) **you** must notify **us** as soon as possible of all such circumstances and provide all reasonable information and assistance that **we** may require, including details of any other insurance or indemnity to which **you** may be entitled in relation to the **Occurrence** giving rise to the claim;
- b) **you** must not admit liability or settle or attempt to settle any claim without **our** written consent; and
- c) **we** may take over and conduct, in **your** name, the defence or settlement of any claim and **we** will have full discretion in the conduct of any proceedings in connection with a claim.

5.2 Discharge of Liabilities

- a) **We** may at any time pay to **you**, or on **your** behalf, in respect of any claim:
 - i. the amount of the **Limit of Liability**; or
 - ii. any lesser sum for which the claim can be settled

after deduction of any sum already paid as compensation in respect of the claim.

- b) Upon the payment set out in paragraph (a), **we** will relinquish control of the claim and be under no further liability under this **Policy** in connection with the claim except for costs, charges and expenses:
 - i. recoverable from **you** in respect of the period prior to the date of the payment, whether or not pursuant to an order made subsequently; and
 - ii. incurred by **us** or incurred by **you** with **our** written consent prior to the date of the payment.
- c) **We** will not pay for any claim or judgment or defend any claim after **our Limit of Liability** has been exhausted.

5.3 Premium Adjustment

- a) If stated in the **Schedule**, the **Premium** for **your** insurance under this **Policy** is adjustable.
- b) If the **Premium** is adjustable, the first or renewal **Premium** for this **Policy** is calculated on information and estimates provided by **you**, **you** must:
 - i. keep an accurate record containing all relevant particulars and allow **us, our** agents and representatives, to inspect them at all times; and
 - ii. within two months of the end of each **Period of Insurance** provide them to **us**.

5.4 Inspection

If required by **us**, **you** must allow **us** and **our** agents and representatives:

- a) to inspect **your Premises** and operations at any time during normal business hours; and
- b) to examine and audit **your** books and records at any time during the **Period of Insurance** and within three years of the final termination of cover under this **Policy**

but **we** make no representation or warranty that either **your Premises** or **your Business** complies with any law or meets any standard.

5.5 Reasonable Care

You must:

- a) take all reasonable precautions to prevent or minimise loss, damage or liability including preserving, without alteration, damaged property, defective property and property that may provide evidence in relation to any claim, until **we** have had an opportunity to inspect it;
- b) at **your** own expense take all reasonable precautions to prevent **Personal Injury** and **Property Damage** and comply with all statutory obligations for the safety of persons and property including all reasonable steps:
 - i. to trace, recall or modify any product containing any defect or deficiency of which **you** have knowledge or which **you** have reason to suspect contains any defect or deficiency;

5. Conditions (cont'd)

- ii. in the event of an **Occurrence**, to prevent other **Personal Injury** or **Property Damage** from arising out of the same or similar circumstances; and
- iii. to ensure the safety and sound condition of **your Premises** and **your Product** including complying with all applicable statutory obligations concerning **your Premises** and **your Product**;
- c) only employ competent employees and voluntary workers; and
- d) comply with all statutory obligations, laws and regulations imposed by any competent authority in relation to any matter covered by this **Policy**.

5.6 Maintenance of Product Records

You must keep and maintain, for at least 10 years after the date upon which they are brought into existence or come into **your** possession or control, documents and records:

- a) relating to research and development, specification, design and manufacturing of **your Product**;
- b) showing the source and quality of components of **your Product**;
- c) identifying persons and entities comprising the distribution chain for **your Product**;
- d) comprising sales records, including batch number and destination of **your Product**; and
- e) detailing quality control, inspection, testing, repairs, replacements and recalls of **your Product**.

5.7 Alteration of Risk

You must immediately notify **us** in writing of any alteration to the facts or circumstances relating to **your Business** that existed when **we** agreed to insure **you** under this **Policy**. If **we** agree in writing to insure the altered risk, **you** must pay any additional **Premium** requested by **us**. If **we** do not agree to insure the altered risk or if **you** do not pay the additional **Premium**, **we** will not indemnify **you** for any liability caused by or arising directly or indirectly out of or in connection with such alteration.

5.8 Joint Insureds

Where **you** comprise of more than one party:

- a) the **Proposal** is deemed to have been furnished by and on behalf of all parties and any information supplied to **us** or any omission, misrepresentation, or non-disclosure in relation to the **Proposal** or any renewal or extension of this **Policy** is deemed to have been furnished, supplied, omitted, misrepresented or not disclosed on behalf of all parties; and
- b) the conduct (other than conduct referred to in subsection 4.10) of one or more of **you** will not prejudice the rights of the remainder of **you** provided that the remainder of **you**, immediately on becoming aware of any conduct that increases the risk of liability insured by this **Policy**, gives notice in writing to **us** and pays any additional **Premium** that **we** may require.

5.9 Cross Liability

Where **you** comprise more than one party, each of **you** is considered as a separate legal entity and the expressions '**you**' and '**your**' apply to each party as if a separate policy had been issued to each of the parties but **our** aggregate liability is limited to the **Limit of Liability**.

5.10 Subrogation

If **we** make a payment under this **Policy** to **you** or on **your** behalf then, subject to the Insurance Contracts Act 1984 as amended from time to time, **we** will be subrogated to all of **your** rights of recovery against all persons and **you** must, at **our** request and expense, take all reasonable steps and provide all assistance reasonably necessary to assist **us** in the exercise of **our** rights. **We** will, however, waive **our** subrogation rights against **you** if an **Occurrence** arises under clause 5.9 "Cross Liability". But this waiver does not affect any claim for contribution against another insurer in respect of the same loss.

5. Conditions (cont'd)

5.11 Cancellation

This **Policy** may be cancelled by:

- a) **you** at any time notifying **us** in writing, in which case:
 - i. cancellation takes place when **we** receive the notice; and
 - ii. **we** will retain, or be entitled to, **Premium** for the period during which this **Policy** has been in force based on **our** normal short period rates and non-refundable taxes and duties;
- b) **us** on any grounds set out in the Insurance Contracts Act 1984, as amended from time to time, by giving **you** notice in writing, in which case **we** will refund the **Premium** paid for the unexpired part of the **Period of Insurance**.

You must supply **us** with such particulars as **we** may require for the adjustment of the **Premium** following any cancellation.

5.12 Excess

In respect of any liability for which **you** are entitled to indemnity under this **Policy**, **you** will bear the amount of the **Excess** and **we** will only be liable to indemnify **you** for that part of any loss or claim which is greater than the **Excess**.

Costs and expenses incurred by **you** in the investigation, settlement or defence of any claim for compensation for which **you** are entitled to indemnity under this **Policy** are not included in the **Excess** and shall not be applied to erode the **Excess**.

5.13 Jurisdiction

This **Policy** is governed by the Commonwealth of Australia and the State or Territory where this **Policy** is issued. The relevant courts of the place where the policy is issued will have jurisdiction in any dispute concerning or under this **Policy**.

5.14 Severability

A term or condition of this **Policy** that is illegal or unenforceable may be severed from this **Policy** and the remaining terms and conditions of this **Policy**, or parts thereof, continue in force.

5.15 Interpretation

The singular includes the plural and vice versa, unless the context otherwise requires. A reference to a person includes a body corporate, an unincorporated body or other entity. Headings are for convenience only and do not affect interpretation. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

5.16 GST

- a) In this subsection, GST and input tax credit have the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time. Taxable percentage means **your** entitlement to an input tax credit on the **Premium** as a percentage of the total GST on that **Premium**.
- b) If **we** are liable to pay an amount to **you** or on **your** behalf under this **Policy** and **you** have paid or are liable to pay an amount for GST on acquisitions in connection with **your** claim, **we** will indemnify **you** for that GST amount, less any input tax credit **you** are or may be entitled to claim for **your** acquisitions. The **Limit of Liability** is inclusive of this amount.
- c) **You** must advise **us** of **your** correct taxable percentage. Any GST liability arising from **your** failure to do so is payable by **you**.

5.17 Failure to Pay the Insurance Premium

It is a condition of this contract of insurance that **you** pay the **Premium**. **We** may take steps to cancel the contract of insurance for non-payment of the insurance **Premium**.



Product issued by
Calliden Insurance Limited

Level 7, 100 Arthur Street
North Sydney NSW 2060
Australia

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AFSL 234438
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CAL CU GL 0214

Community Underwriting
Voluntary Workers Personal Accident Policy
and Product Disclosure Statement



Community
Underwriting

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Community Underwriting Voluntary Workers Personal Accident
Product Disclosure Statement & Insurance Policy

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Thank you for choosing Calliden for your insurance.

This booklet is divided into two parts - the first part contains the Product Disclosure Statement and the second part contains the policy wording. It is important that you read this booklet carefully.

Part A: Product Disclosure Statement

Product Disclosure Statement - What's its Purpose?

This booklet contains a Product Disclosure Statement (PDS) for this Policy. A PDS is a document required by the Corporations Act.

This Policy is a group Policy. This means that although it is issued to you, it provides cover to a number of beneficiaries. These beneficiaries are called Insured Persons. This PDS differentiates between you and Insured Persons.

The purpose of this PDS is to help you understand the cover offered to Insured Persons and provide you with sufficient information to enable you to compare and make an informed decision about purchasing this Policy. The PDS also sets out the significant features, benefits and risks associated with this Policy. You still need to read the Policy Wording for a full description of the terms, conditions and limitations.

Before this Policy may be issued to you, you must read this PDS, complete a Proposal and sign a declaration.

Preparation date: 17 February 2014
(ref: CAL CU PA 0214)

About the Insurer

Calliden Insurance Limited (us/we/our) (Calliden) (ABN 47 004 125 268, AFSL 234438) is the insurer and issuer of this Policy and this PDS.

Calliden specialises in manufacturing general insurance products for individuals, the SME sector and groups across metro and regional Australia. To find out more about us, visit www.calliden.com.au

About the Agent

Community Underwriting Agency Pty Ltd (ABN 60 166 234 715, AFSL 448274) (Community Underwriting) was set up by NSW Meals on Wheels Association Inc (ABN 87 418 074 604) to specifically cater for insurance to the not for profit community sector in Australia.

This product is underwritten by Calliden Insurance Limited (Calliden) (ABN 47 004 125 268, AFSL 234438), the insurer. Community Underwriting acts under a binding authority as agent for the insurer to issue, vary and cancel policies on Calliden's behalf. In all aspects of this Policy, Community Underwriting acts as an agent for the insurer and not for you.

How to Contact Community Underwriting or Calliden

For general enquires about your Policy, your premium or if you wish to advise us of any additional information or cancel your Policy, you should contact Community Underwriting in any of the following ways:

- By telephone on 1300 427 477;
- By writing to Community Underwriting at PO Box 173, Balmain, NSW 2041;
- By fax on +61 2 9555 1886;
- By email enquiries@communityunderwriting.com.au

You may contact Calliden in any of the following ways:

- By telephone on +61 2 9551 1111;
- By fax on +61 2 9551 1155;
- By writing to Calliden Insurance Limited, PO Box 348, Milsons Point, NSW 1565;
- By email servicefeedback@calliden.com.au

If you have a claim, you can contact Calliden in any of the following ways:

- By telephone on 1300 880 037 (option 2);
- By writing to PO Box 348, Milsons Point, NSW 1565;
- By fax on +61 2 9551 1010;
- By email claims@calliden.com.au

Part A: Product Disclosure Statement (cont'd)

What is Group Personal Accident Insurance?

This Policy is designed to provide Insured Persons with certain benefits. For example, if an Insured Person suffers an Injury as a result of an accident that prevents the Insured Person from working in their Occupation, we will pay the Insured Person a Weekly Benefit calculated in accordance with the Policy and the limits set out in the Schedule.

Cover

The cover provides certain benefits to Insured Persons for death, injury or disability caused by an injury while Insured Persons are performing authorised voluntary work or while they are travelling to, from or during the voluntary work. For an Injury to be covered it must occur when Insured Persons are:

- a) performing authorised voluntary work on your behalf; and
- b) travelling from their usual place of residence to the voluntary work or from the voluntary work to their usual place of residence, but not while travelling by air; or
- c) travelling during the course of carrying out authorised voluntary work, but not by air.

Capital Benefits

Death and disability Benefits are paid in accordance with the Capital Benefits Table. We recommend you look at the Capital Benefits Table to see what benefit is payable for what type of disablement or injury. The percentages in the Table represent a percentage of the total Capital Benefit insured which is shown in your Schedule.

Additional Benefits

The following table sets out a summary of the main additional benefits available as a result of a covered Injury. Please read the Policy wording for a full description of the Benefits and when they may apply.

The amount paid, any excess or waiting period might vary for each additional Benefit but will be shown in the Schedule. The maximum period for which a Weekly or daily Benefit will be paid is also shown in the Schedule.

Loss of Earnings Benefit	Weekly Benefit up to 80% of the Insured Person's earnings, if the Insured Person becomes incapable of carrying out all of their duties in their Occupation up to the maximum period shown in the Schedule.
Modification Expenses	Up to \$10,000 for modification or relocation expenses prescribed by a legally qualified medical practitioner.
Home Help Benefit	75% of home help costs provided by a recognised agency up to a maximum of \$1,500.
Non Medicare Medical	75% of the medical costs not covered by Medicare up to a maximum Benefit of \$5,000.
Funeral Expenses	Up to \$5,000 for funeral expenses in the event of the death of an Insured Person
Rehabilitation	Up to \$5,000 for rehabilitation expenses reasonably incurred when you are paid a Loss of Earnings Benefit.
Out-Of-Pocket Expenses	Up to 75% of the Insured Person's non-medical out-of-pocket expenses reasonably incurred as the result of an Injury, to a maximum of \$1,500.
Broken Bones Capital Benefits	Capital Benefits for any condition listed in the Broken Bones Capital Benefits Schedule.

This is a summary of the Benefits available under this Policy and does not form part of the Policy. Please read the Policy to ensure that its Benefits match your required level of cover. The Insured Persons are unable to choose what level of cover they have under this Policy. The Insured Persons are unable to elect whether or not they are covered under this Policy. Please note that this Policy does not provide benefits to you, only Insured Persons.

Part A: Product Disclosure Statement (cont'd)

Cooling Off

There is a 21 day cooling off period. If you are not completely satisfied with this Policy, you can cancel it by writing to us or your insurance intermediary within 21 days of the issue date and receive a full refund, other than non-refundable government taxes and duties. This will not apply if you or an Insured Person makes a claim under the Policy within the 21 day period.

Not Everything is Covered

Not everything is covered by the Policy - there are limitations. It is important that you read the Policy carefully to understand the extent of cover and its limitations. For example:

We will not pay for any Injury directly or indirectly caused by:

- mental or nervous disorders;
- certain medical conditions including HIV, AIDS, any sexually transmitted disease and, in some circumstances, hernias;
- fraudulent claims;
- engaging in certain physical activities, including winter sports, hang gliding and professional sports;
- drink driving;
- use of alcohol or drugs; or
- intentional self-injury or suicide.

Even in instances where this Policy will provide the cover required by you, the cover may not be adequate because:

- the level of Benefits which you have selected is less than the Insured Persons consider they require;
- the application of an Excess means that the Benefit an Insured Person receives is less than you expect;
- the Insured Person's Injury does not result in a Permanent condition within 12 months of the Injury;
- the Insured Person's Injury prevents the Insured Person from working in the Insured Person's Occupation more than 12 months after the date of their Injury;
- where one event involves more than one Insured Person, we only pay up to a certain amount. This may not be adequate for an Insured Person's needs;
- we only provide Benefits for an Injury 12 months after an Insured Person suffers a Permanent condition because of an Injury;
- we will only pay for one Injury at any one time;
- the age of the Insured Person may mean that any Benefit they are entitled to under the Policy is reduced; and

- we take into account an Insured Person's employment entitlements, such as sick leave, when calculating an Insured Person's Benefits under the Policy.

The Age Limits under all Sections of this Policy are fully described in your Policy.

If you or the Insured Persons do not comply with the Policy terms and conditions, for example, the duty of disclosure, we can refuse to pay part or all of a claim.

Duty of Disclosure

Whether you are entering into a policy for the first time or are proposing to renew, vary, extend or reinstate a policy you have a duty of disclosure.

Your Duty of Disclosure for New Policies

When answering our questions you must be honest and you have a duty under law to tell us anything known to you, and which a reasonable person in the circumstances, would include in the answer to the question. We will use the answers in deciding whether to insure you and anyone else to be insured under the Policy, and on what terms.

Your Duty of Disclosure for Renewals

If you have already entered into a Policy and you are proposing to renew, vary, extend or reinstate the Policy your duty of disclosure changes. You have a duty to tell us of everything that you know, or could reasonably be expected to know, that is relevant to our decision to insure you and to the terms of that insurance. If you are not sure whether something is relevant you should inform us anyway.

Who Needs to Tell Us?

It is important that you understand you are answering our questions in this way for yourself and anyone else that you want to be covered by the Policy.

What You Are Not Required to Disclose

Your duty does not require disclosure of matters that:

- reduce the risk
- are common knowledge
- we know or, in the ordinary course of our business, ought to know, and
- we have indicated we do not want to know.

If You Do Not Tell Us

If you do not answer our questions in this way or disclose everything you know, we may reduce or refuse to pay a claim, or cancel the Policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat this Policy as never having been in force.

Part A: Product Disclosure Statement (cont'd)

What Do You Pay for Personal Accident Insurance?

The amount that we charge you for this insurance when you first acquire your Policy and when you renew your Policy is called the premium. The premium is the total that we calculate when considering all of the factors which make up the risk, such as the number of volunteers you have declared to us.

The total cost of your policy is shown on your Policy Schedule and is made up of your premium plus government taxes such as, GST, stamp duty and fire service fees.

What Happens if You Do Not Pay the Cost of Your Policy by the Due Date?

We will have the right to cancel your Policy if you do not pay your premium by the due date or if your payment method is dishonoured and therefore we have not received your payment by the due date. Unless we tell you, any payment reminder we send does not change the expiry of your cover or the due date of your premium.

Paying by Instalments

- Where you pay your premium by instalments:
 - we will not pay any claim if at the time the incident giving rise to the claim occurred, at least one instalment of premium remained unpaid for 14 days or more;
 - if any instalment of premium has remained unpaid for 30 days, the Policy will come to an end without notice to you.
- In the event of a claim, any balance of the annual premium will become due before settlement of the claim. Alternatively, it may be deducted from the settlement of your claim.
- If the financial institution holding your account return or dishonour a direct debit payment due to lack of funds in your account, we will charge you for any direct or indirect costs which we incur arising from the payment being returned or dishonoured.

Other Costs, Fees and Charges

Other costs, fees and charges which may be applicable to the purchase of your insurance policy include:

Costs or fees	Details
Cancellation Fee	You may cancel your Policy at any time. If you choose to cancel your Policy we will retain a portion of premium which relates to the period for which you have been insured. We will refund the residue for the unexpired period, less any non-refundable government taxes or charges provided that: <ul style="list-style-type: none">• no event has occurred where liability arises under the Policy; and• you pay the applicable cancellation fee. For details of your cancellation fee please refer to your Financial Services Guide (FSG), Statement of Advice (SOA) or contact your broker or insurance intermediary directly.
Monthly Instalment Fee	If you choose to pay your premium in monthly instalments you may incur a monthly instalment fee. For details of your monthly instalment fee please refer to your FSG, SOA or contact your broker or insurance intermediary directly.
Administration Fee	Your broker or insurance intermediary may charge an administration fee for issuing your Policy documentation, For details of your administration fee please refer to your FSG, SOA or contact your broker or insurance intermediary directly.
Commissions	Your broker or insurance intermediary may receive a commission payment from us when your Policy is issued and renewed. If you cancel your Policy, this commission payment may be non-refundable. For details of the relevant commission paid, please refer to your FSG, SOA or contact your broker or insurance intermediary directly.

Part A: Product Disclosure Statement (cont'd)

Excess

The excess is the amount you or the insured person may be required to contribute towards the cost of a claim you or they make or the waiting period that applies before you or they become entitled to benefits under the Policy. The excess applicable will be shown in your Policy Schedule.

The following standard excesses apply to your Policy:

- Weekly Benefits – a waiting period of 14 days applies.

We may at our discretion increase the standard excesses listed above or impose additional excesses based on our overall assessment of the risk and your claims or loss history. If we increase the standard excesses or impose additional excesses, this will be shown on your Schedule.

Important Information

The terms and conditions of the insurance we offer the Insured Persons are set out in your Policy. It is important that you:

- read all of the Policy before you buy it to make sure that it gives the Insured Persons the protection they need;
- are aware of the limits on the cover provided and the amounts we will pay Insured Persons (including any Excess that applies); and
- are aware of the definitions in the Policy.

You will find definitions throughout the Policy.

For the limits on the cover provided:

- some of these will be stated in the Policy itself (these are our standard policy limits); and
- the remainder will be stated in your Schedule.

In some circumstances the terms and conditions of this Policy may be amended by endorsement. If the Policy is endorsed you will receive notification of the endorsement.

We Respect Your and the Insured Persons' Privacy

Both Calliden (the insurer) and Community Underwriting (the agent) respect your privacy. Any personal information provided by you will be treated in accordance with the *Privacy Act 1988* (Cth). This privacy notification provides a summary of how Calliden and Community Underwriting treat your personal information.

Calliden and Community Underwriting collect personal information to assess your request for insurance, to administer your Policy, settle an insurance claim, provide other insurance services as requested by you, and also to notify you about other services or promotions from time to time.

If you do not provide the information requested you may breach your duty of disclosure, your application may not be capable of being accepted, or your Policy may not be able to be administered.

In order to provide its insurance services Calliden and Community Underwriting may need to disclose your personal information to third parties including, but not limited to: agents, underwriters, advisors and brokers, claims management and other service providers, claims adjusters, loss assessors and other claims investigators, lawyers, reinsurers and reinsurance brokers, and the Financial Ombudsman Service, or as required by law (for a full list see Calliden's and Community Underwriting's Privacy Policy). Calliden and Community Underwriting may also disclose your personal information overseas. Calliden and Community Underwriting will only share this information where Calliden and Community Underwriting reasonably believe it is necessary in providing the products and services requested.

Calliden's and Community Underwriting's Privacy Policies contain information about how to access and correct the personal information about you and also how to complain about a breach of privacy. If you would like additional information about privacy or would like to obtain a copy of the Privacy Policies, please contact Community Underwriting's Privacy Officer by:

Phone: +61 2 8045 2580;

Fax: +61 2 9555 1886;

Email: enquiries@communityunderwriting.com.au;

Mail: to Privacy Officer
Unit 24 Waterview Wharf, 37 Nicholson Street,
Balmain East, NSW 2041.

You can download a copy of Calliden's Privacy Policy by visiting: www.calliden.com.au/docs/PrivacyPolicy.pdf

You can also download a copy of Community Underwriting's Privacy Policy by visiting: www.communityunderwriting.com.au

Part A: Product Disclosure Statement (cont'd)

Dispute Resolution Process

If you think we have let you down in any way, or our service is not what you expect (even if through one of our representatives), please tell us so we can help. We are committed to resolving your complaint fairly.

We will address all complaints, except where specific circumstances apply, in accordance with Calliden's Complaints Handling Process. This process is compliant with the Insurance Council of Australia's Code of Practice. Both the Code of Practice and our Complaints Brochure, which contains a guide to our process, are available upon request.

If you have a complaint:

Step 1: On the spot, if we can!

You can contact us by:

Phone: +61 2 9551 1111;

Fax: +61 2 9551 1155;

Email: servicefeedback@calliden.com.au;

Mail: PO Box 348, Milsons Point, NSW 1565.

- If we can't resolve your complaint immediately, we will commit to responding to your complaint within 15 business days of first being notified of the complaint.
- If we need more information or more time to respond properly to your complaint we will contact you to agree an appropriate timeframe to respond.

Step 2: Internal Dispute Resolution

- If you are not happy with our response, please tell us in writing. You may escalate it as a dispute and our Internal Dispute Resolution panel (the panel) will review the matter. The panel will be independent of the person who initially considered your complaint.
- The Disputes Resolution Officer will acknowledge your dispute in writing within 2 business days of receipt and will investigate all details of your dispute and will provide you with a written response of the outcome within 15 business days of first being notified of your dispute.
- In some cases we may be unable to reach a conclusion within this timeframe, and may request a later response date. If this occurs, we will keep you informed of progress of the dispute no less than once every 10 days.

Step 3: External Dispute Resolution scheme

Should we be unable to resolve your complaint (including the IDR process referred to above) within 45 days or you are not happy with our response/handling of your complaint at any given time, you can seek an external review via our external dispute resolution scheme, administered by the Financial Ombudsman Service Limited (FOS).

This is an independent national body and its services are free to you. As a member we agree to accept the FOS' decision.

You can contact the FOS by:

Mail: Financial Ombudsman Service Ltd,
GPO Box 3, Melbourne, Victoria 3001;

Phone: 1300 78 08 08;

Fax: +61 3 9613 6399;

Website: www.fos.org.au

Taxation Information

If Insured Persons are not registered for GST, in the event of a claim we will reimburse the Insured Persons the GST component in addition to the amount that we pay. The amount that the Insured Person is liable to pay under this Policy will be reduced by the amount of any input tax credit that the Insured Person is or may be entitled to claim for the supply of goods or services covered by that payment.

If you are entitled to an input tax credit for the Premium, you must inform us of the extent of that entitlement at or before the time the Insured Person makes a claim under this Policy. We will not indemnify the Insured Persons or you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of the Insured Person's or your entitlement (or correct entitlement) to an input tax credit on the Premium.

If the Insured Persons are liable to pay an Excess under this Policy, the amount payable will be calculated after deduction of any input tax credit that the Insured Person is or may be entitled to claim on payment of the Excess.

If you or Insured Persons are unsure about the taxation implications of this Policy, you should seek advice from your accountant or tax professional.

Part A: Product Disclosure Statement (cont'd)

General Insurance Code of Practice

Calliden is a signatory to the General Insurance Code of Practice (the Code). The Code aims to raise standards of service between insurers and their customers. Calliden's service standards are in accordance with the Code.

For any information about the Code, including a copy of the Code, contact us or the Financial Ombudsman Service on 1300 78 08 08 or visit www.codeofpractice.com.au

Financial Claims Scheme

In the event of the insolvency of Calliden, You may be entitled to payment under the Financial Claims Scheme. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the APRA website at www.apra.gov.au and the APRA hotline on 1300 55 88 49.

Part B: Policy Wording

Our Agreement with You

The **Policy** is a legal contract between **you** and **us**.

You have paid, or agreed to pay, **us** the **Premium** and **we** provide the cover as set out in the **Schedule**.

You must comply with all provisions of the **Policy**, otherwise **we** may be entitled to refuse to pay a claim, or reduce the amount an **Insured Person** is entitled to receive.

The **Policy** is in force for the period of insurance stated in the **Schedule** or until cancelled.

General Conditions

Alteration of Risk

You must immediately notify **us** in writing of any changes **you** know of which materially alter any of the facts or circumstances that existed at the commencement of **your Policy**. For example, **you** must tell **us** if **you** increase **your** number of volunteers by more than 10%.

Cancellation

This **Policy** may be cancelled by:

- a) **you** at any time by notifying **us** in writing, in which case cancellation takes place when **we** receive the notice; or
- b) **us** on any of the grounds set out in the Insurance Contracts Act 1984 (Cth), as amended from time to time, by giving **you** notice in writing, in which case cancellation takes place at the time **you** enter into another contract of insurance to replace the **Policy**, or at 4.00pm on the 3rd business day after delivery of the notice to **you**, whichever is earlier.

If the **Policy** is cancelled, **we** will retain, or be entitled to retain:

- if there has been a 100% payment of a **Weekly Benefit** or **Capital Benefit**, the entire **Premium**;
- in all other circumstances, the **Premium** for the period the **Policy** was in force together with any nonrefundable government taxes, levies and duties.

You must supply **us** with such particulars as **we** may require to enable a refund of **Premium** following any cancellation.

Failure to Pay Your Insurance Premium

It is a condition of this contract of insurance that **you** pay the insurance premium and **we** may take steps to cancel **your** contract of insurance for non-payment of the insurance **Premium**.

Provisions and Definitions

Where a specific provision or definition is in conflict with a general provision or definition the specific provision or definition will apply.

General Conditions (cont'd)

Jurisdiction

The **Policy** is to be governed by the laws of the Commonwealth of Australia and the State or Territory where the **Policy** was issued. **We** and **you** agree to submit to the non exclusive jurisdiction of the Courts of the State or Territory where the **Policy** was issued.

How We Will Communicate

All communications **you** are required to give or make under the **Policy** must be sent in writing to **us**.

All communications **we** are required to give or make under the **Policy** will be sent in writing to **you** at the address specified in the **Schedule** or as notified by **you** from time to time.

All communications sent by post to **you** or **your** appointed agent will be deemed to have been received by **you** on the third day following the day of posting.

Joint Insureds

Where **you** comprise more than one party the **Proposal** is deemed to have been provided by and on behalf of all parties, and any information supplied to **us**, or any omission, misrepresentation or non-disclosure in relation to any renewal or extension, is deemed to have been provided, omitted, misrepresented or withheld (as the case may be) on behalf of all parties.

Definitions

Act of Terrorism means any act, or preparation in respect of action or threat of action, designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- involves violence against one or more persons;
- involves damage to property;
- endangers life other than that of the person committing the action;
- creates a risk to health or safety of the public or a section of the public; or
- is designed to interfere with or to disrupt an electronic system.

Interpretation

The singular includes the plural and vice versa, unless the context otherwise requires. A reference to a person includes a body corporate, an unincorporated body or other entity. Headings are for convenience only and do not affect interpretation. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

Severability

A provision of the **Policy** that is illegal or unenforceable may be severed from this **Policy** and the remaining provisions of this **Policy**, or parts thereof, continue in force.

Claim Payments

In the event of the death of the **Insured Person**, **we** will pay the Estate of the **Insured Person**. For all other **Benefits**, **we** will make the claim payment to the **Insured Person** who suffers the **Injury**.

Aggregate Limit of Liability means the maximum amount **we** will pay for all claims during the **Period of Insurance**. The Aggregate Limit of Liability is stated in the **Schedule**. If this amount is not enough to pay all claims in full, then **we** will reduce each **Insured Person's Benefit** proportionately so **we** do not pay more than the Aggregate Limit of Liability.

Benefit means any benefit to which **you** are entitled under this **Policy**.

Benefit Period means the maximum number of weeks (shown in **your Schedule** as the "benefit period") that **we** will pay **Weekly Benefits** following an **Injury** to an **Insured Person**.

Capital Benefit means the amount stated in **your Schedule** as the "Capital Benefit".

Definitions (cont'd)

Earnings means:

- a) for an **Insured Person** who is self-employed or a working director, their gross weekly income from their personal exertion:
 - after allowing for costs and expenses incurred in deriving that Income;
 - averaged over the twelve months prior to **Injury** or any shorter period that the **Insured Person** has been engaged in their **Occupation**.
- b) for an **Insured Person** who is an employee, their gross weekly base rate of pay:
 - exclusive of overtime payments, bonuses, commission or allowances;
 - averaged over the twelve (12) months prior to **Injury** or over any shorter period that the **Insured Person** has been continuously employed.

In the event of a claim, the **Insured Person** may be required to substantiate their Earnings.

Excess means the amount **you** must contribute towards the cost of any claim or in the case of **Weekly Benefits**, the waiting period.

Illness means any sickness or disease for which the **Insured Person** first seeks medical advice while the **Policy** is in force.

Injury means bodily injury (including death) resulting from an accident:

- a) which is not an **Illness**; and
- b) which accident occurs while this **Policy** is in force;
- c) includes any condition resulting from exposure to the elements as a result of bodily injury; and
- d) which occurs while an **Insured Person** is:
 - performing authorised voluntary work on **your** behalf; and
 - travelling from their usual place of residence to the voluntary work or from the voluntary work to their usual place of residence, but not while travelling by air; and
 - travelling during the course of carrying out authorised voluntary work on **your** behalf, but not while travelling by air.

Insured means the organisation noted in the **Schedule** as the **Insured**.

Insured Person means any voluntary worker of the **Insured**. Any such voluntary worker will only be entitled to indemnity to the extent that the voluntary worker is not entitled to indemnity under any other insurance policy. **Insured Person** is also extended to mean any employee of the **Insured** for **Weekly Benefits** only when such employee is not entitled to claim weekly benefits under any other insurance policy.

Medical Expenses means the cost of:

- a) an ambulance;
- b) hospital accommodation and theatre fees;
- c) orthotics, splints and prosthesis;
- d) treatment given by a dentist or registered medical practitioner; and
- e) if given on the advice of a registered medical practitioner, treatment given by a chiropractor, masseur, naturopath, osteopath or physiotherapist.

Occupation means the **Insured Person's** usual occupation, business, trade or profession.

Permanent means continuing for twelve (12) months and which thereafter will, in all probability, continue for the remainder of **your** life.

Policy means this policy wording, the **Schedule** and the **Proposal**.

Premium means the amount that **we** charge **you** for the **Policy**, including any statutory charges such as GST and Stamp Duty.

Proposal means the form completed by **you** or on **your** behalf and any other information given to **us** when applying for this **Policy**.

Schedule means the most recent cover summary issued by **us** which shows the cover selected by **you**, and any special provisions, limits or endorsements.

You/your means the **Insured**.

Waiting Period means the period measured in number of days beginning from the time when the **Insured Person** first seeks advice from a qualified medical practitioner.

We/our/us means Calliden Insurance Limited (Calliden) (ABN 47 004 125 268 AFSL 234438).

Weekly Benefit means the amount shown in the **Schedule** as the "weekly benefit".

Exclusions

Exclusions Applying to All Sections

Asbestos

We will not pay for any claim caused by or arising directly or indirectly out of or in connection with:

- a) injury arising, directly or indirectly, out of inhalation of, or fears of the consequences of exposure to or inhalation of, asbestos, asbestos fibres or any derivatives of asbestos;
- b) that part of any loss, cost or expense for the cost of cleaning up, or removal of, or damage to, or loss of use of, property arising out of any asbestos, asbestos fibres or any derivatives of asbestos.

Mental Health

We will not pay for any **Injury** directly or indirectly caused or contributed to or by, or in consequence of stress, depression, anxiety or any psychosomatic, psychological, psychotic, mental or nervous disorder.

Hernia

We will not pay for any **Injury** directly or indirectly caused or contributed to by, or in consequence of hernia.

HIV/AIDS & Sexually Transmitted Disease

We will not pay for any **Injury** directly or indirectly caused or contributed to by, or in consequence of Human Immune Deficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or any virus, complex or syndrome that is related to the foregoing or any sexually transmitted disease.

Riot/Criminal Acts

We will not pay for any **Injury** directly or indirectly caused or contributed to by, or in consequence of:

- a) riot in which the **Insured Person** is participating; or
- b) criminal acts or criminal activity.

War/Terrorism

We will not pay for any **Injury** directly or indirectly caused or contributed to by, or in consequence of:

- a) war, invasion, acts of foreign enemies, hostilities, or war-like operations (whether war be declared or not) or civil war;
- b) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, confiscation, nationalisation, requisition, or destruction of or damage to property by or under order of any government, public or local authority or looting, sacking or pillage following any of the above;

- c) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- e) lawful destruction or confiscation of **your** property;
- f) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
- g) any **Act of Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This **Policy** also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any **Act of Terrorism**.

Fraudulent Claims

We will not pay if **you** or an **Insured Person**, or anyone acting on **your** behalf or with **your** knowledge or connivance, should make a claim knowing or reasonably suspecting the same to be false or fraudulent. Making a fraudulent claim is a criminal offence. **We** may report to the police any person who lodges a fraudulent claim.

We will not pay for any **Injury** directly or indirectly caused or contributed to or by, or in consequence of:

- a) the **Insured Person** engaging in or taking part in any of the following sporting activities:
 - winter sports outside Australia or New Zealand;
 - hang-gliding, parachuting or para-gliding;
- b) naval, army, air force or any type of military service or operation;
- c) voluntary fire brigade activities or emergency services operations;
- d) driving a motor vehicle whilst having a percentage of alcohol in the **Insured Person's** breath or blood in excess of that permitted by law;
- e) the **Insured Person** abusing or having abused, or being under the influence of alcohol or drugs other than drugs legally and appropriately prescribed by a qualified medical practitioner and properly used by the **Insured Person**;
- f) flying;
- g) intentional self-injury or suicide;
- h) a pre-existing **Injury** which **you** knew about or ought reasonably have known about; or,
- i) for **Weekly Benefits** only, any loss greater than 80% of the **Insured Person's Earnings**.

Age Limits

Age Limits Applying to All Sections

We will not pay any claim under the **Policy** if the **Insured Person** is under the age of 9 years at the time the **Injury** occurs.

If the **Insured Person** is over the age of 75 years at the time the **Injury** occurs, the most **we** pay for all claims arising from any one **Injury** is \$40,000.

If the **Insured Person** is between the ages of 12 years and 16 years at the time the **Injury** occurs, the most **we** will pay for all claims arising from any one **Injury** is \$10,000.

If the **Insured Person** is between the ages of 9 years and 11 years at the time the **Injury** occurs, the most **we** will pay for all claims arising from any one **Injury** is \$5,000.

Section 1: Capital Benefits

If **Injury** results in any of the conditions **you** have selected (as shown in the **Policy**) within twelve (12) months of the **Injury**, **we** will pay the **Benefit** shown as a percentage of the **Capital Benefit** shown in the "Capital Benefit Schedule".

We will assess whether a condition is **Permanent** at the end of the twelve (12) month period from the date of the **Injury** on the medical evidence then available.

Please note:

- The **Benefit** payable in the case of death will be reduced by any **Capital Benefit** already paid for the **Injury** causing the death.

- All further cover ceases if, according to the "Capital Benefit Schedule" shown below, the **Insured Person** becomes entitled to a "Benefit Percentage" of 80% or more.
- **We** will not pay any **Capital Benefit** for more than one condition at any one time.
- The **Insured Person** can only claim one **Capital Benefit** for any one condition.
- If an **Insured Person** becomes entitled to and elects to receive a **Capital Benefit** while they are receiving a **Weekly Benefit**, **we** will reduce the **Capital Benefit** by the total amount of **Weekly Benefits** the **Insured Person** has received before becoming entitled to a **Capital Benefit**.

Section 1: Capital Benefits (cont'd)

Capital Benefit Schedule

The Condition	Benefit Percentage
1. Death and/or Permanent total disablement _____	100%
2. Permanent paralysis of all limbs _____	100%
3. Permanent loss of use of two limbs _____	100%
4. Permanent loss of use of one limb _____	60%
5. Permanent total loss of sight _____	100%
6. Permanent total loss of sight in a remaining eye _____	100%
7. Permanent total loss of sight or the lens in one eye _____	50%
8. Permanent total loss of hearing _____	75%
9. Permanent total loss of hearing in one ear _____	25%
10. Permanent total loss of: _____	
11. _____	Liver _____ 75%
12. _____	Two kidneys _____ 75%
13. _____	One kidney _____ 35%
14. _____	Sexual function _____ 45%
15. _____	Two testicles _____ 40%
16. _____	One testicle _____ 7.5%
17. _____	Spleen _____ 30%
17. Permanent disfigurement to 100% of the surface of the head and neck _____	50%
18. Permanent disfigurement to 100% of the surface of the remainder of the body _____	50%
19. Permanent total loss of use of a thumb and all fingers on one hand _____	50%
20. Permanent total loss of use of all the fingers on one hand _____	40%
21. Permanent total loss of use of a thumb _____	30%
22. Permanent total loss of use of one joint of a thumb _____	15%
23. Permanent total loss of use of a finger _____	10%
24. Permanent total loss of use of two joints of a finger _____	7.5%
25. Permanent total loss of use of one joint of a finger _____	5%
26. Permanent total loss of use of a foot _____	15%
27. Permanent total loss of use of a big toe _____	5%
28. Permanent total loss of use of one joint of a big toe _____	3%
29. Permanent total loss of use of each other toe _____	3%
30. Broken leg or kneecap that will not join _____	10%
31. Shortening of a leg by at least 5 centimetres _____	7.5%
32. Any Permanent disability or disfigurement that is not total or is not listed under Events 8 to 31 above will be paid for in proportion to the degree of Permanent disability as compared with the cases as listed above without taking into account the Occupation of the Insured Person .	

Section 1: Capital Benefits (cont'd)

Disappearance clause

If the **Insured Person** is travelling on a journey and:

- a) their means of transportation disappears, sinks or is wrecked; and
- b) their body has not been found within one year;

we will presume that the **Insured Person** has died as a result of **Injury** and will pay the death benefit accordingly.

If the **Insured Person** is later found to be alive, then **you** must repay the amount **we** have paid.

Section 2: Loss of Earnings Benefits

If because of **Injury** the **Insured Person** becomes totally incapable of carrying out all of their duties in their **Occupation** within twelve (12) months of the **Injury**, **we** will after that period and after the application of the **Excess**, pay the lesser of the **Earnings** the **Insured Person** has lost or the **Weekly Benefit** shown in the **Schedule** for the **Benefit Period**.

We will reduce **our** payment for any **Weekly Benefit** by the necessary amount so that it does not exceed 80% of the **Insured Person's Earnings**.

Please note:

- **We** will reduce **our** payment for any **Weekly Benefit** by any other weekly benefits the **Insured Person** is entitled to receive for or under:
 - a) any statutory workers compensation or transport accident scheme;
 - b) any contract of employment or workplace agreement or similar agreement or arrangement;
 - c) any Worker's Compensation legislation;
 - d) all other Worker's Compensation legislation carve-out, top up or similar arrangements unless specifically agreed;

to ensure that the **Insured Person's** overall income does not exceed 80% of their **Earnings**.

- **We** will not **pay** any **Weekly Benefit**:
 - a) during the period the **Excess** applies; or
 - b) whilst the **Insured Person** is receiving **Weekly Benefits**, the **Insured Person** commences any new **Occupation** regardless of whether such **Occupation** is on a casual, temporary, part-time or permanent basis, unless **we** have expressly confirmed to the **Insured Person** that they may commence in such an **Occupation**; or

- c) for more than one **Injury** at any one time; or

- **We** will only pay **Weekly Benefits** or a **Capital Benefit** not both. If the **Insured Person** elects to receive a **Capital Benefit** we will deduct the amount of any **Weekly Benefits** already paid from the **Capital Benefit**.

If the **Insured Person** elects to receive **Weekly Benefits** we will deduct the amount of any **Capital Benefit** already paid from the **Weekly Benefits**.

- Where the **Insured Person** suffers recurrence of an **Injury**:
 - a) for which the **Insured Person** has claimed **Weekly Benefits** under this or any other **Policy** issued by **us**; and
 - b) the **Insured Person** first seeks medical assistance for that recurrence while this **Policy** is in force; and
 - c) there has been a period of less than six (6) months between the **Insured Person's** return to work in the **Insured Person's Occupation** and the recurrence;

it will be treated as a continuation of the original claim.

Section 3: Additional Benefits

1. Modification Expenses

If an **Insured Person** is entitled to 100% of the **Capital Benefit**, **we** will pay up to an additional \$10,000 for costs necessarily incurred to modify the **Insured Person's** home and/or motor vehicle, or relocating to a suitable home provided that the modifications and/or relocation are prescribed by a qualified medical practitioner.

2. Funeral Expenses

We will pay up to an additional \$5,000 for funeral expenses in the event of the death of the **Insured Person** where the death is covered by this **Policy**.

3. Home Help

If the **Insured Person** does not engage in any paid employment and becomes totally incapable of attending to their usual domestic duties as the result of an **Injury** covered by the **Policy**, **we** will pay the **Insured Person**, 75% of the expenses necessarily incurred to employ domestic help to carry out the usual domestic duties they are unable to carry out themselves.

The maximum **we** will pay for this Additional Benefit is \$1,500.

Payment under this Additional Benefit is on the following basis:

- a) **we** will only cover **Home Help** that is provided by a recognised agency;
- b) payments under this Additional Benefit will be made at the end of each 4 week period.

But, **we** will:

- not pay for this Additional Benefit if you are paid any **Weekly Benefit** under Section 2 of the **Policy**, Loss of Earnings Benefits;
- not pay any **Benefit** under this Additional Benefit for more than one **Injury**, at any one time;
- not pay until the **Insured Person** has seen a qualified medical doctor about the **Injury**;
- only pay for the home help that the **Insured Person** reasonably needs and incurs to continue to live in their home;
- stop payments once the **Insured Person** can care for themselves at home as they could before the **Injury** or when the payments have been made for 52 weeks, whichever occurs first.

4. Non Medicare Medical Costs - Excess

We will pay 75% **Medical Costs** of an **Insured Person** which arise from an **Injury** covered by this **Policy**. **We** will not pay:

- a) for **Medical Costs** that are covered by Medicare, private health insurance, a statutory insurance scheme such as workers compensation or which can only be covered by a registered health insurer. This includes those costs that the law states we cannot cover, such as Medicare 'gaps'.
- b) for treatment that takes places later than 365 days after the **Injury** unless the delay is on the advice of a registered medical doctor or dentist.
- c) more than that percentage which is shown in the **Schedule** of the amount spent.

The maximum **we** will pay for this Additional Benefit is \$5,000.

5. Rehabilitation

If the **Insured Person** is paid a **Weekly Benefit** for loss of **Earnings**, **we** will also pay up to \$5,000 for costs reasonably incurred for the **Insured Person** to participate in a return to work program, provided that **we** agree to the **Insured Person** incurring the costs and the program has been approved by the **Insured Person's** qualified medical practitioner.

6. Out-Of-Pocket Expenses - Excess

We will pay up to 75% of the **Insured Person's** non-medical out-of-pocket expenses which are incurred as a direct result of an **Injury** provided that:

- a) **we** have accepted and paid a claim under either the Capital Benefits or Loss of Earnings Benefits section of the **Policy**; and
- b) **we** consider that the out-of-pocket expenses have been reasonably incurred.

Non-medical out-of-pocket expenses are non-prescription pharmaceutical costs, child minding or home help costs, travel costs incurred to visit medical providers and the cost of a qualified home tutor.

We will not pay:

- any **Medical Costs** under this Additional Benefit;
- for this Additional Benefit if you are paid any **Benefit** under Additional Benefit 3 - Home Help;
- any **Benefit** under this Additional Benefit for more than one **Injury** at any one time.

The maximum **we** will pay for this Additional Benefit is \$1,500.

Section 3: Additional Benefits (cont'd)

7. Broken Bones Capital Benefits

If **Injury** results in any of the conditions listed in the "Broken Bones Capital Benefit Schedule" within twelve (12) months of the **Injury**, **we** will pay the **Benefit** shown in the "Broken Bones Capital Benefit Schedule".

We will not pay any Broken Bones Capital Benefit for more than one **Injury** at any one time.

Broken Bones Capital Benefit Schedule

Injury resulting in the following broken bones	Maximum benefit payable to each Insured Person
Neck, skull, spine	\$3,000
Hip	\$2,250
Jaw, pelvis, leg, ankle, or knee	\$1,500
Cheekbone or shoulder	\$1,000
Nose or collarbone	\$600
Arm, elbow or wrist	\$300
Foot or hand	\$150
In the event of an established non-union of any of the above breaks, an additional	\$150

Section 4: Claims Procedures

In the event of **Injury**, the **Insured Person** must immediately:

- obtain and follow proper medical advice from a qualified medical practitioner;
- obtain a medical certificate from a qualified medical practitioner confirming the **Injury**.

In order to make a claim **you** must:

- contact **us** or **your** insurance intermediary as soon possible;
- complete and submit **our** claim form within 28 days or 28 days of being able to do so; and
- provide **us** with all information **we** may reasonably require including a medical certificate.

After making **your** claim **you** must:

- provide details of any other insurance that covers or may cover the same **Injury**;
- provide at **your** own expense all medical evidence which **we** may reasonably require to assess the claim;
- undergo, at **our** expense, any medical examination which **we** reasonably require to assess the claim; and
- continue to be a resident of Australia.

In the case of death **we** are entitled to conduct a post mortem examination at **our** expense.



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